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July 6, 2004

VIA HAND DELIVERY

Honorable Deborah Taylor Tate, Chairman
c/o Sharla Dillon
Dockets Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

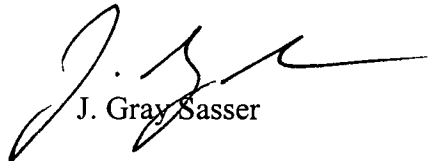
Re: Petition of Cellco Partnership d/b/a Verizon Wireless for
Arbitration Under the Telecommunications Act;
Docket No. 03-00585

Dear Ms. Dillon:

Enclosed please find an original and fourteen copies of the Responses of Sprint Spectrum,
L.P. to Supplemental Discovery Requests for Admission Submitted to CMRS Providers by the Rural
Independent Coalition. Copies of the enclosed are being provided to the counsel of record.

If you have any questions about the attached, please do not hesitate to give me a call

Regards,


J. Gray Sasser

JGS/ktr
enc.

cc: William T. Ramsey
Stephen G. Kraskin
Henry Walker
Paul Walters, Jr.
Mark J. Ashby
Suzanne Toller
Beth K. Fujimoto
Edward Phillips
Charles W. McKee
Elaine Critides
Dan Menser
Marin Fettman
Leon M. Bloomfield

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

Petition of:

**Cellco Partnership d/b/a Verizon Wireless
For Arbitration Under the
Telecommunications Act of 1996**

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**Consolidated Docket
No. 03-00585**

**RESPONSES OF SPRINT SPECTRUM, L.P. TO THE
SUPPLEMENTAL DISCOVERY REQUESTS FOR ADMISSION
SUBMITTED TO CMRS PROVIDERS
BY THE RURAL INDEPENDENT COALITION**

Sprint Spectrum, L.P. ("Sprint") hereby responds to the Supplemental Discovery Requests for Admission submitted by the Rural Independent Coalition ("Coalition").

GENERAL OBJECTIONS AND RESPONSE

Sprint incorporates by reference, as if fully set forth herein, the objections contained in the "Response of Sprint Spectrum, L.P. To The Interrogatories And Request For Production Of Documents Submitted By The Rural Independent Coalition".

Sprint further objects to the Supplemental Discovery Requests for Admissions ("Requests") on the grounds that they purport to impose obligations beyond those prescribed by the Tennessee Regulatory Authority's (TRA) Rules of Practice and Procedure. Specifically the Request Instructions purport to require Sprint to provide an explanation of the facts upon which any denial is based and to identify the individual responsible for the denial. Nothing in the TRA Rules of Practice and Procedure obligates respondents to discovery to provide such information.

Each Request is Denied herein except to the extent it is not otherwise expressly Admitted herein.

Discovery is ongoing, and Sprint reserves the right to supplement its Response to each Request if additional information is discovered or developed.

Without waiving any of the above objections or general response, which are each incorporated by this reference into each of Sprint's Responses herein, Sprint further specifically responds as follows:

REQUESTS FOR ADMISSION

The Coalition requests that each Petitioner admit or deny the following matters:

Request No. 1: Admit that each member of the Coalition provides the Petitioner with indirect interconnection permits the Petitioner to terminate traffic to the Coalition member on an indirect basis and in a manner consistent with all established statutory and regulatory requirements.

RESPONSE: Sprint objects to this Request on the grounds that it asks Sprint to admit the accuracy of statements regarding Coalition members' conduct, and such information is not within Sprint's knowledge or control. Sprint further objects to this Request on the grounds that the term "provides the Petitioner with indirect interconnection permits" is vague and ambiguous. Sprint further objects to this Request on the grounds that it calls for a legal conclusion.

Subject to and without waiving any of its objections, Sprint admits its network is connected to BellSouth's network in Tennessee and, to the extent a Coalition member network is also connected to the BellSouth network in Tennessee, traffic originated on the Sprint network may be indirectly delivered via the BellSouth network to a Coalition member network. Sprint has no reason to believe that traffic originated on its network and delivered via the BellSouth network is not being terminated by the Coalition member that receives such traffic. Sprint's

response to the Request that Coalition members have terminated indirect traffic “in a manner consistent with all established statutory and regulatory requirements” is: Denied.

Request No. 2: Admit that, in the context of this proceeding, the FCC’s reciprocal compensation rules (47 CFR Sec 51.701 *et seq.*) apply only upon a request from the Petitioner to a Coalition member to establish an interconnection point between the two carriers (i.e., the Petitioner and the Coalition member) in order for the Petitioner to obtain transport of its traffic to the Coalition Member’s end office switch that directly serves the called party.

RESPONSE: Sprint objects to this Request on the grounds that it is vague, ambiguous and written in a confusing manner. Sprint further objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, and assuming that the Request is asking Sprint to admit that the FCC’s reciprocal compensation rules apply only in the case of direct interconnection, Sprint’s response to this Request is: Denied.

Request No. 3: Please consider the following factual scenario: an intraMTA call (i.e., a call originated and terminated within the same MTA) is originated by a landline customer, carried by an interexchange service provider (i.e., not by the landline customer’s LEC) and terminated on the Petitioner’s CMRS network. Admit 1) that under this factual scenario, the Petitioner’s agreements with BellSouth do not require BellSouth to pay Petitioner reciprocal compensation; and 2) that the Petitioner proposes in this proceeding to require the Coalition members to provide reciprocal compensation under this factual scenario.

RESPONSE: Sprint objects to this Request on the ground that any of Sprint’s “agreements with BellSouth” are irrelevant and, assuming the intended “agreement” meant

Sprint's Interconnection Agreement with BellSouth, such agreement was a voluntarily negotiated agreement. Sprint further objects to this Request on the ground that the undefined terms "landline customer" and "interexchange service provider (i.e., not by the landline customer's LEC)" are so vague and ambiguous that it is unclear if the contemplated fact scenarios are intended to mean BellSouth delivering a Coalition member's customer call, a traditional IXC delivering a BellSouth customer call, and if "interexchange service provider (i.e., not by the landline customer's LEC)" is intending to improperly categorize BellSouth as an IXC, again resulting in the possible scenarios of either an IXC or BellSouth delivering a Coalition member's customer call.

Subject to and without waiving any of its objections, Sprint's response to subpart 1) of this Request is that Sprint admits its Interconnection Agreement with BellSouth contains a bill and keep compensation arrangement and, therefore, BellSouth does not pay Sprint reciprocal compensation for traffic originated on the BellSouth network regardless of whether it is handed off to Sprint by BellSouth or an IXC. Sprint's response to subpart 2) of this Request is that, unless a Coalition member is willing to enter a bill and keep arrangement, Sprint admits that it seeks an agreement in this arbitration under which a Coalition member pays reciprocal compensation to Sprint for intraMTA traffic originated on a Coalition member's network and terminated by Sprint regardless of how intraMTA traffic originated on a Coalition member's network is delivered to Sprint.

Request 4: Admit that the Petitioner previously established indirect interconnection to terminate traffic on the network of each Coalition member pursuant to a bilateral agreement executed with BellSouth.

RESPONSE: Sprint objects to this Request on the grounds that the term “established indirect interconnection” is vague and ambiguous. Sprint further objects to this Request on the grounds that it incorrectly assumes that the interconnection agreements with BellSouth specifically identified the non-party carriers to which BellSouth would terminate traffic indirectly. Subject to and without waiving any of its objections, Sprint admits that prior agreements between Sprint and BellSouth in Tennessee provided that Sprint could interconnect with BellSouth via a Type 2A interconnection and, pursuant to such interconnection, it became technically feasible to indirectly exchange traffic with all “non-party telecommunications carriers” (including Coalition members) that were also connected to the same intermediate BellSouth tandem. In all other respects the Request is denied.

Request 5: Admit that, pursuant to prior effective 2-party agreements with BellSouth, Petitioner compensated BellSouth for the termination of traffic on the networks of Coalition members, and understood that BellSouth provided compensation for the termination of this traffic to Coalition members.

RESPONSE: Sprint objects to this Request on the grounds that it incorrectly assumes that BellSouth specifically identified the “non-party telecommunications carriers” to which BellSouth delivered traffic indirectly and provided compensation. Subject to and without waiving any of its objections, Sprint admits that under the original interconnection agreements between Sprint and BellSouth, Sprint paid BellSouth \$0.002 per minute of use for transit charges and an amount intended to compensate BellSouth for termination charges BellSouth paid a subtending “non-party telecommunications carriers” to terminate Sprint traffic. BellSouth did not, however, provide Sprint billing detail information to identify the “non-party

telecommunications carriers” to whom BellSouth transited Sprint traffic, or from whom BellSouth was billed termination charges. Therefore, Sprint lacks sufficient information necessary to respond to the remainder of the Request and on that basis denies it.

Request 6: Admit that Petitioner’s obligation to compensate BellSouth for the termination of traffic on the networks of Coalition members was modified by the execution of a 2-party agreement with BellSouth which established terms and conditions that the Petitioner refers to as a “meet-point billing” arrangement or agreement.

RESPONSE: Sprint objects to this Request on the grounds that it incorrectly assumes that Sprint’s Interconnection Agreement with BellSouth included a compensation obligation that was directed to specific Coalition members. Subject to and without waiving any of its objections, Sprint admits that any obligation it previously had to pay BellSouth for termination charges BellSouth may have paid a subtending “non-party telecommunications carrier” in the course of providing transit service to Sprint was modified in the subsequent Interconnection Agreement.

Request 7: Admit that with respect to the “meet-point billing” arrangement or agreement in Request 6, above, the Petitioner claims that this “meet-point billing” arrangement or agreement is consistent with established industry guidelines.

RESPONSE: Sprint objects to the Request on the grounds that the phrase “is consistent with established industry guidelines” is vague and ambiguous and extremely broad. Subject to and without waiving any of its objections, without a more specific identification of the scope of

what is intended by the phrase “is consistent with established industry guidelines” Sprint does not have sufficient information to admit or deny this Request.

Request 8: Admit that the Petitioner established the “meet-point billing” arrangement or agreement in Request 6, above, in the absence of any agreement or negotiation with any Coalition member.

RESPONSE: Sprint objects to this Request on the grounds that the phrase “established the meet point billing arrangements” is vague and ambiguous. Subject to and without waiving any of its objections, Sprint admits that it negotiated an Interconnection Agreement with BellSouth pursuant to 47 U.S.C. §§ 251 and 252 that contains the so-called “meet point billing” provisions, and that no Coalition member was a party to such negotiations or resulting Interconnection Agreement.

Request 9: Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would subject any Coalition member to responsibility for the transport of any traffic beyond the network border of each respective Coalition member.

RESPONSE: Sprint objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, Sprint responds as follows:
Denied.

Request 10: Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC chooses to transmit a call to the network of a CMRS provider.

RESPONSE: Sprint objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, Sprint responds as follows: Denied.

Request 11: Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC charges a customer for a call to the network of a CMRS provider.

RESPONSE: Sprint objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, Sprint responds as follows: Denied.

Request 12: Admit that, with respect to a call between the end user of a landline carrier and an end user of a CMRS provider, the NPA-NXX of the CMRS customer cannot be used to determine whether the call originates and terminates within the local calling scope of the landline carrier or within the same MTA.

RESPONSE: Subject to and without waiving any of its objections, Sprint responds as follows: Denied.

OATH

STATE OF KANSAS)
COUNTY OF JOHNSON)

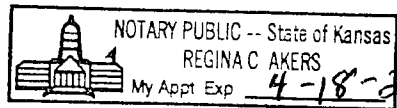
I, Billy H Pruitt, on behalf of Sprint Spectrum, L.P., being first duly sworn according to law, make oath that the preceding Responses of Sprint Spectrum, L.P to the Supplemental Discovery Requests for Admission Submitted to CMRS Providers by the Rural Independent Coalition are true, accurate and correct to the best of my knowledge, information and belief.

On Behalf of: Sprint Spectrum, L P

By: *Billy H. Pruitt*
Billy H. Pruitt

Its: Manager, Access Planning/Management

Sworn to and subscribed before me this 2nd day of July, 2004.



Regina C. Akers

Respectfully submitted,

By: Edward Phillips by J.S.

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By: Charles McKee by J.S.

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CERTIFICATE OF SERVICE

I hereby certify that on July 6th, 2004, a true and correct copy of the foregoing has been served on the parties of record, via the method indicated:

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<input checked="" type="checkbox"/>	Mail	Kraskin, Lesse & Cosson, LLC
<input type="checkbox"/>	Facsimile	2120 L Street NW, Suite 520
<input type="checkbox"/>	Overnight	Washington, D.C. 20037
<input type="checkbox"/>	Hand	William T. Ramsey
<input checked="" type="checkbox"/>	Mail	Neal & Harwell, PLC
<input type="checkbox"/>	Facsimile	2000 One Nashville Place
<input type="checkbox"/>	Overnight	150 Fourth Avenue North
		Nashville, TN 37219

<input checked="" type="checkbox"/> Hand <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	J. Gray Sasser J. Barclay Phillips Melvin Malone Miller & Martin LLP 1200 One Nashville Place 150 Fourth Avenue North Nashville, Tennessee 37219
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Elaine D. Critides Verizon Wireless 13001 Street, NW Ste. 400 West Washington, DC 20005
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Paul Walters, Jr. 15 East 1 st Street Edmond, OK 73034
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Mark J. Ashby Cingular Wireless 5565 Glennridge Connector Suite 1700 Atlanta, GA 30342
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Suzanne Toller Davis Wright Tremaine LLP One Embarcadero Center, #600 San Francisco, CA 94111-3611
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Beth K. Fujimoto AT&T Wireless Services, Inc. 7277 164 th Ave., NE Redmond, WA 98052
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Henry Walker Jon E. Hastings Boult Cummings, et al. P.O. Box 198062 Nashville, TN 37219-8062
<input type="checkbox"/> Hand <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Overnight	Dan Menser, Sr. Corp. Counsel Marin Fettman, Corp. Counsel Reg. Affairs T-Mobile USA, Inc. 12920 SE 38 th Street Bellevue, WA 98006

<input type="checkbox"/>	Hand	Leon M. Bloomfield
<input checked="" type="checkbox"/>	Mail	Wilson & Bloomfield, LLP
<input type="checkbox"/>	Facsimile	1901 Harrison St., Suite 1630
<input type="checkbox"/>	Overnight	Oakland, CA 94612

Joseph M. Chiarelli

by J. M. Chiarelli

Joseph M. Chiarelli